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NOTE: CHANGE MADE BY THE COURT

Attorneys for Plaintiffs JACQUES BERMON WEBSTER II
p/k/a TRAVIS SCOTT and XX GLOBAL, INC.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JACQUES BERMON WEBSTER II
p/k/a TRAVIS SCOTT, an individual;
and XX GLOBAL, INC., a California
corporation,

Plaintiffs,

v.

SHOW MOTION ENGINEERING,
INC.; a Wyoming corporation; and
DOES 1 through 10, inclusive,

Defendants.

CASE NO. 2:24 cv 10421 (JPR)

Complaint Filed: December 3, 2024

**STIPULATED PROTECTIVE
ORDER**

Hon. Jean P. Rosenbluth

1. INTRODUCTION

1.1 PURPOSES AND LIMITATIONS

Discovery in this action will involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the Parties hereby stipulate to and petition the Court to enter the

1 following Stipulated Protective Order. The Parties acknowledge that this Order
2 does not confer blanket protections on all disclosures or responses to discovery
3 and that the protection it affords from public disclosure and use extends only to
4 the limited information or items that are entitled to confidential treatment under
5 the applicable legal principles. The Parties further acknowledge, as set forth in
6 Section 12.3 below, that this Order does not entitle them to file Confidential
7 Information under seal; Civil Local Rule 79-5 sets forth the procedures that must
8 be followed and the standards that will be applied when a Party seeks permission
9 from the Court to file material under seal.

10 1.2 **GOOD CAUSE STATEMENT**

11 This action is likely to involve trade secrets, customer lists and contracts,
12 and other valuable research, development, commercial, financial, technical and/or
13 proprietary information for which special protection from public disclosure and
14 from use for any purpose other than prosecution of this action is warranted. Such
15 confidential and proprietary materials and information may consist of, among other
16 things, confidential business and financial information (including, but not limited
17 to, information related to income and profits, and financial contractual terms and
18 conditions), information regarding confidential business practices, or other
19 confidential research development or commercial information (including
20 information implicating privacy rights of third parties), information otherwise
21 generally unavailable to the public, or which may be privileged or otherwise
22 protected from disclosure under state or federal statutes, court rules, case decisions,
23 or common law.

24 Accordingly, to expedite the flow of information, to facilitate the prompt
25 resolution of disputes over confidentiality of discovery materials, to adequately
26 protect information the parties are entitled to keep confidential, to ensure that the
27 parties are permitted reasonable necessary uses of such material in preparation for
28 and in the conduct of trial, to address their handling at the end of the litigation, and

1 serve the ends of justice, a protective order for such information is justified in this
 2 matter. It is the intent of the parties that information will not be designated as
 3 confidential for tactical reasons and that nothing be so designated without a good
 4 faith belief that it has been maintained in a confidential, non-public manner, and
 5 there is good cause why it should not be part of the public record of this case.

6 2. **DEFINITIONS**

7 2.1 Action: The above-captioned lawsuit.

8 2.2 Challenging Party: a Party or Nonparty that challenges the
 9 designation of information or items under this Order.

10 2.3 “CONFIDENTIAL” Information or Items: information
 11 (regardless of how it is generated, stored, or maintained) or tangible things that
 12 qualify for protection under Federal Rule of Civil Procedure 26(c) and as specified
 13 above in the Good Cause Statement.

14 2.4 Counsel: Outside Counsel of Record and House Counsel (as
 15 well as their support staff).

16 2.5 Designating Party: a Party or Nonparty that designates
 17 information or items that it produces in disclosures or in responses to discovery as
 18 “CONFIDENTIAL.”

19 2.6 Disclosure or Discovery Material: all items or information,
 20 regardless of the medium or manner in which it is generated, stored, or maintained
 21 (including,
 22 among other things, testimony, transcripts, and tangible things), that are produced
 23 or generated in disclosures or responses to discovery in this matter.

24 2.7 Expert: a person with specialized knowledge or experience in a
 25 matter pertinent to the litigation who has been retained by a Party, or its counsel,
 26 to serve as an expert witness or as a consultant in this action.

1 2.8 House Counsel: attorneys who are employees of a Party to this
2 Action. House Counsel does not include Outside Counsel of Record or any other
3 outside counsel.

4 2.9 Nonparty: any natural person, partnership, corporation,
5 association, or other legal entity not named as a Party to this action.

6 2.10 Outside Counsel of Record: attorneys who are not employees
7 of a Party to this Action but are retained to represent or advise a Party and have
8 appeared in this Action on behalf of that Party or are affiliated with a law firm that
9 has appeared on behalf of that Party, including support staff.

10 2.11 Party: any Party to this Action, including all of its officers,
11 directors, employees, consultants, retained experts, and Outside Counsel of
12 Record (and their support staffs).

13 2.12 Producing Party: a Party or Nonparty that produces Disclosure
14 or Discovery Material in this Action.

15 2.13 Professional Vendors: persons or entities that provide litigation
16 support services (for example, photocopying, videotaping, translating, preparing
17 exhibits or demonstrations, and organizing, storing, or retrieving data in any form
18 or medium) and their employees and subcontractors.

19 2.14 Protected Material: any Disclosure or Discovery Material that
20 is designated as "CONFIDENTIAL."

21 2.15 Receiving Party: a Party that receives Disclosure or Discovery
22 Material from a Producing Party.

23 3. SCOPE

24 The protections conferred by this Stipulation and Order cover not only
25 Protected Material (as defined above) but also any information copied or extracted
26 from Protected Material; all copies, excerpts, summaries, or compilations of
27 Protected Material; and any testimony, conversations, or presentations by Parties
28 or their Counsel that might reveal Protected Material.

1 Any use of Protected Material at trial will be governed by the orders of the
2 trial judge. This Order does not govern the use of Protected Material at trial.

3 4. **DURATION**

4 Even after final disposition of this litigation, the confidentiality obligations
5 imposed by this Order will remain in effect until a Designating Party agrees
6 otherwise in writing or a court order otherwise directs. Final disposition is the
7 later of (1) dismissal of all claims and defenses in this Action, with or without
8 prejudice, or (2) final judgment after the completion and exhaustion of all appeals,
9 rehearings, remands, trials, or reviews of this Action, including the time limits for
10 filing any motions or applications for extension of time under applicable law.

11 5. **DESIGNATING PROTECTED MATERIAL**

12 5.1 Exercise of Restraint ad Care in Designating Material for
13 Protection. Each Party or Nonparty that designates information or items for
14 protection under this Order must take care to limit any such designation to specific
15 material that qualifies under the appropriate standards. To the extent practicable,
16 the Designating Party must designate for protection only those parts of material,
17 documents, items, or oral or written communications that qualify so that other
18 portions of the material, documents, items, or communications for which
19 protection is not warranted are not swept unjustifiably within the ambit of this
20 Order.

21 Mass, indiscriminate or routinized designations are prohibited. Designations
22 that are shown to be clearly unjustified or that have been made for an improper
23 purpose (for example, to unnecessarily encumber the case-development process or
24 to impose unnecessary expenses and burdens on other parties) may expose the
25 Designating Party to sanctions.

26 If it comes to a Designating Party's attention that information or items it
27 designated for protection do not qualify for that level of protection, that
28

1 Designating Party must promptly notify all other Parties that it is withdrawing the
2 inapplicable designation.

3 5.2 Manner and Timing of Designations. Except as otherwise
4 provided in this Order, Disclosure or Discovery Material that qualifies for
5 protection under this Order must be clearly so designated before the material is
6 disclosed or produced. Designation in conformity with this Order requires the
7 following:

8 (a) for information in documentary form (for example, paper or
9 electronic documents but excluding transcripts of depositions or other pretrial or
10 trial proceedings), the Producing Party must affix at a minimum the legend
11 “CONFIDENTIAL” to each page that contains Protected Material. If only a
12 portion or portions of the material on a page qualify for protection, the Producing
13 Party should to the extent practicable clearly identify the protected portion(s) (for
14 example, by making appropriate markings in the margins). A Party or Nonparty
15 that makes original documents available for inspection need not designate them
16 for protection until after the inspecting Party has indicated which documents it
17 would like copied and produced. During the inspection and before the designation,
18 all material made available for inspection must be treated as “CONFIDENTIAL.”
19 After the inspecting Party has identified the documents it wants copied and
20 produced, the Producing Party must determine which documents, or portions
21 thereof, qualify for protection under this Order. Then, before producing the
22 specified documents, the Producing Party must affix the “CONFIDENTIAL”
23 legend to each page that contains Protected Material. If only a portion or portions
24 of the material on a page qualify for protection, the Producing Party should to the
25 extent practical clearly identify the protected portion(s) (for example, by making
26 appropriate markings in the margins).

1 (b) for testimony given in depositions, the Designating Party
 2 must identify the Disclosure or Discovery Material that is protected on the record,
 3 before the close of the deposition.

4 (c) for information produced in some form other than
 5 documentary and for any other tangible items, the Producing Party must affix in a
 6 prominent place on the exterior of the container or containers in which the
 7 information is stored the legend "CONFIDENTIAL." If only a portion or
 8 portions of the information warrant protection, the Producing Party, to the extent
 9 practicable, must identify the protected portion(s).

10 5.3 Inadvertent Failures to Designate. If timely corrected, an
 11 inadvertent failure to designate qualified information or items does not, standing
 12 alone, waive the Designating Party's right to secure protection under this Order
 13 for that material. On timely correction of a designation, the Receiving Party must
 14 make reasonable efforts to assure that the - material is treated in accordance with
 15 the provisions of this Order.

16 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

17 6.1 Timing of Challenges. Any Party or Nonparty may challenge
 18 a designation of confidentiality at any time consistent with the Court's scheduling
 19 order.

20 6.2 Meet and Confer. The Challenging Party must initiate the
 21 dispute-resolution process (and, if necessary, file a discovery motion) under Local
 22 Rule 37.

23 6.3 The burden of persuasion in any such proceeding is on the
 24 Designating Party. Frivolous challenges, and those made for an improper purpose
 25 (for example, to harass or impose unnecessary expenses and burdens on other
 26 parties), may expose the Challenging Party to sanctions. Unless the Designating
 27 Party has waived or withdrawn the confidentiality designation, all parties must
 28 continue to afford the material in question the level of protection to which it is

entitled under the Producing Party's designation until the Court rules on the challenge.

7. **ACCESS TO AND USE OF PROTECTED MATERIAL**

7.1 **Basic Principles.** A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Nonparty in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of people and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a manner sufficiently secure to ensure that access is limited to the people authorized under this Order.

7.2 **Disclosure of "CONFIDENTIAL" Information or Items.** Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to the following people:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of that Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

(d) the Court and its personnel;

(e) court reporters and their staff;

1 (f) professional jury or trial consultants, mock jurors, and
 2 Professional Vendors to whom disclosure is reasonably necessary for this Action
 3 and who have signed the “Acknowledgment and Agreement to Be Bound”
 4 (Exhibit A);

5 (g) the author or recipient of a document containing the
 6 information or a custodian or other person who otherwise possessed or knew the
 7 information;

8 (h) during their depositions, witnesses and attorneys for
 9 witnesses to whom disclosure is reasonably necessary, provided that the deposing
 10 party requests that the witness sign the form attached as Exhibit A hereto and the
 11 witnesses will not be permitted to keep any confidential information unless they
 12 sign the form, unless otherwise agreed by the Designating Party or ordered by the
 13 Court. Pages of transcribed deposition testimony or exhibits to depositions that
 14 reveal Protected Material may be separately bound by the court reporter and may
 15 not be disclosed to anyone except as permitted under this Order; and

16 (i) any mediator or settlement officer, and their supporting
 17 personnel, mutually agreed on by any of the Parties engaged in settlement
 18 discussions or appointed by the Court.

19 8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED**
 20 **PRODUCED IN OTHER LITIGATION**

21 If a Party is served with a subpoena or a court order issued in other
 22 litigation that compels disclosure of any information or items designated in this
 23 Action as “CONFIDENTIAL,” that Party must

24 (a) promptly notify in writing the Designating Party. Such
 25 notification must include a copy of the subpoena or court order unless prohibited
 26 by law;

27 (b) promptly notify in writing the party who caused the subpoena or
 28 order to issue in the other litigation that some or all of the material covered by the

1 subpoena or order is subject to this Protective Order. Such notification must
2 include a copy of this Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be
4 pursued by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served
6 with the subpoena or court order should not produce any information designated
7 in this action as “CONFIDENTIAL” before a determination on the protective-
8 order request by the relevant court unless the Party has obtained the Designating
9 Party’s permission. The Designating Party bears the burden and expense of
10 seeking protection of its Confidential Material, and nothing in these provisions
11 should be construed as authorizing or encouraging a Receiving Party in this
12 Action to disobey a lawful directive from another court.

13 9. **A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE**
14 **PRODUCED IN THIS LITIGATION**

15 (a) The terms of this Order are applicable to information produced
16 by a Nonparty in this Action and designated as “CONFIDENTIAL.” Such
17 information is protected by the remedies and relief provided by this Order.
18 Nothing in these provisions should be construed as prohibiting a Nonparty from
19 seeking additional protections.

20 (b) In the event that a Party is required by a valid discovery
21 request to produce a Nonparty’s Confidential Information in its possession and the
22 Party is subject to an agreement with the Nonparty not to produce the Nonparty’s
23 Confidential Information, then the Party must

24 (1) promptly notify in writing the Requesting Party and the
25 Nonparty that some or all of the information requested is subject to a
26 confidentiality agreement with a Nonparty;
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28

1 (2) promptly provide the Nonparty with a copy of this Order,
2 the relevant discovery request(s), and a reasonably specific description of the
3 information requested; and

4 (3) make the information requested available for inspection by
5 the Nonparty, if requested.

6 (c) If the Nonparty fails to seek a protective order within 21 days
7 of receiving the notice and accompanying information, the Receiving Party may
8 produce the Nonparty's Confidential Information responsive to the discovery
9 request. If the Nonparty timely seeks a protective order, the Receiving Party must
10 not produce any information in its possession or control that is subject to the
11 confidentiality agreement with the Nonparty before a ruling on the protective-
12 order request. Absent a court order to the contrary, the Nonparty must bear the
13 burden and expense of seeking protection of its Protected Material.

14 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED**
15 **MATERIAL**

16 If a Receiving Party learns that by inadvertence or otherwise, it has
17 disclosed Protected Material to any person or in any circumstance not authorized
18 under this Order, the Receiving Party must immediately notify the Designating
19 Party in writing of the unauthorized disclosures, use its best efforts to retrieve all
20 unauthorized copies of the Protected Material, inform the person or people to
21 whom unauthorized disclosures were made of the terms of this Order, and ask that
22 person or people to execute the "Acknowledgment and Agreement to Be Bound"
23 that is attached hereto as Exhibit A.

24 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR**
25 **OTHERWISE PROTECTED MATERIAL**

26 When a Producing Party gives notice to Receiving Parties that certain
27 inadvertently produced material is subject to a claim of privilege or other
28

1 protection, the obligations of the Receiving Parties are those set forth in Federal
2 Rule of Civil Procedure 26(b)(5)(B).

3 12. **MISCELLANEOUS**

4 12.1 Nothing in this Order abridges the right of any person to seek
5 its modification by the Court.

6 12.2 By stipulating to the entry of this Order, no Party waives any
7 right it otherwise would have to object to disclosing or producing any information
8 or item on any ground not addressed in this Order. Similarly, no Party waives any
9 right to object on any ground to use in evidence of any of the material covered by
10 this Order.

11 12.3 A Party that seeks to file under seal any Protected Material
12 must comply with Civil Local Rule 79-5. Protected Material may be filed under
13 seal only pursuant to a court order authorizing the sealing of the specific Protected
14 Material at issue. If a Party's request to file Protected Material under seal is
15 denied, then the Receiving Party may file the information in the public record
16 unless otherwise instructed by the Court.

17 13. **FINAL DISPOSITION**

18 After the final disposition of this Action, as defined in paragraph 4, within
19 60 days of a written request by the Designating Party, each Receiving Party must
20 return all Protected Material to the Producing Party or destroy such material. As
21 used in this subdivision, "all Protected Material" includes all copies, abstracts,
22 compilations, summaries, and any other format reproducing or capturing any of
23 the Protected Material. Whether the Protected Material is returned or destroyed,
24 the Receiving Party must submit a written certification to the Producing Party
25 (and, if not the same person or entity, to the Designating Party) by the 60-day
26 deadline that identifies (by category, when appropriate) all the Protected Material
27 that was returned or destroyed and affirms that the Receiving Party has not
28 retained any copies, abstracts, compilations, summaries, or any other format

1 reproducing or capturing any of the Protected Material. Notwithstanding this
2 provision, Counsel are entitled to retain an archival copy of all pleadings; motion
3 papers; trial, deposition, and hearing transcripts; legal memoranda;
4 correspondence; deposition and trial exhibits; expert reports; attorney work
5 product; and consultant and expert work product even if such materials contain
6 Protected Material. Any such archival copies that contain or constitute Protected
7 Material remain subject to this Order as set forth in Section 4 (DURATION).

8 14. **SANCTIONS**

9 Any willful violation of this Order may be punished by civil or criminal
10 contempt, financial or evidentiary sanctions, reference to disciplinary authorities,
11 or other appropriate action at the discretion of the Court.

12
13 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

14
15 DATED: July 16, 2025

/s/ Edwin F. McPherson

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Edwin F. McPherson
Pierre B. Pine
McPHERSON LLP
Attorneys For Plaintiffs

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21 DATED: July 16, 2025

/s/ James M. Donovan

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James M. Donovan
Michael J. Glenn
LAW OFFICES OF JAMES M.
DONOVAN
Attorneys For Defendant

26 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

27
28 DATED: 7/18/2025



Jean P. Rosenbluth

United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____
[full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the U.S. District Court for the Central District of California on [date] in the case of Scott, et al. v. Show Motion Engineering, Case No. 2:24 cv 10421 (JPR). I agree to comply with and to be bound by all terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment, including contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the U.S. District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [full name] of _____ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____

LOCAL RULE 5-4.3.4(a)(2)(i) CERTIFICATION

The filer of this document attests that all other signatories listed above on whose behalf this filing is submitted concur in the filing's content and have authorized the filing.

DATED: July 16, 2025

/s/ Edwin F. McPherson

Edwin F. McPherson
Pierre B. Pine
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Attorneys For Plaintiffs